

*Thudred,  
As you requested  
per cmv/saha  
5/16/84*

May 11, 1984

RECORDATION NO. 9370-B Filed 1425  
MAY 18 1984 12 05 PM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Room 2303

Re: Documents for Recording--Supplementation of Recordation  
No. 9370 (filed May 10, 1978) Secured Party: Texas  
Commerce Bank National Association, 712 Main Street,  
Houston, Texas 77002 Debtor: Henry J. N. Taub,  
Independent Executor of the Estate of Mr. Ben Taub, 333  
W. Loop North, Fourth Floor, Houston, Texas 77024

Gentlemen:

Pursuant to the provisions of Section 11303 of the Interstate  
Commerce Act, 49 U.S.C. 11303 enclosed for recordation are the  
original and two counterparts of a Renewal and Extension  
Agreement prepared and executed in connection with the above  
referenced matter.

The attached agreements as well as this cover letter,  
evidence that the original note has been renewed, extended and  
modified.

Also enclosed please find a check in the amount of \$50.00  
covering all necessary filing fees.

Please return the recorded documents to the undersigned, 3400  
Texas Commerce Tower, Houston, Texas 77002.

If any questions remain with regard to this matter, please  
contact the undersigned immediately.

Very truly yours,

Brad B. Hawley  
For the Firm

BBH/kdw  
Enclosures

LIDDELL, SAPP,  
ZIVLEY, BROWN & LABOON

DETACH AND RETAIN THIS STATEMENT  
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE FORM TWVO-3 V-2

7002-427 (86)

DATE	DESCRIPTION	AMOUNT
3/21/84	CHARGE: TCB/Henry J. N. Taub  FOR: Filing Fees	\$50.00

V-2

MAY 18 1984 12 05 PM

RENEWAL AND EXTENSION AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of March 19, 1984. The parties hereto are HENRY J.N. TAUB, Independent Executor of the Estate of Mr. Ben Taub, Deceased, (the "Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:RECITALS:

Ben Taub executed and delivered to the Lender a promissory note ("Original Note") dated March 19, 1981, in the principal sum of Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00) bearing interest at the rate therein stated, with the final stated maturity thereof being March 19, 1982. The Original Note was renewed by that certain promissory note (the "Renewal Note") dated March 19, 1982, in the principal sum of Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00), bearing interest at a rate therein stated, with the final stated maturity thereof being March 19, 1983. Occasionally the Original Note and Renewal Note will collectively be hereinafter referred to as the "Note".

The Note is secured, among other security, by a Security Agreement - Equipment (the "Original Security Agreement") of even date with the Original Note from Ben Taub to the Lender filed for record March 31, 1981 with the Interstate Commerce Commission under Recordation No. 13023-A, said Original Security Agreement covering among other collateral, six (6) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 13089, RTMX 13097; RTMX 13099, RTMX 13100, RTMX 13121 and RTMX 13123 (the "Original Equipment"), the total collateral for securing said Note, including the Original Equipment and all additions and accessions thereto, right to receive and collect

*Trip. Original*

and all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments becoming payable under the leases permitted by the original Security Agreement or with respect to such original Equipment and all accounts, chattel paper, and general intangibles with respect thereto and proceeds thereof and all rights to the and interest of Ben Taub in that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Ben Taub of even date with the Original Note (the "Management Agreement").

Ben Taub, the original maker of the Note, died September 9, 1982. Henry J.N. Taub is acting herein in his capacity as Independent Executor of the Estate of Mr. Ben Taub pursuant to the Last Will and Testament of Ben Taub dated September 5, 1967, admitted to Probate by Order Admitting Will to Probate dated December 14, 1982, Cause No. 182,182, Probate Court No. 2, Harris County, Texas.

Borrower has executed and delivered to the Lender an Assumption and Security Agreement-Equipment (the "Agreement"), dated effective as of March 19, 1983, filed for record on June 29, 1983 with the Interstate Commerce Commission under Recordation No. 13023-B, said Agreement evidencing Borrower's agreement to assume all obligations under the Note, as extended, as well as granting to Lender a continued security interest in the Original Equipment. In addition, the Borrower and the Lender have heretofore entered into one or more agreements extending the final maturity of the Note to March 19, 1984, and ratifying and confirming that all the liens securing the Note continue to secure the Note.

The Borrower and the Lender now desire to extend (or further extend) the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the Liens continue to secure the Note, as modified hereby.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The unpaid principal balance of the Note is Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00).

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum nonusurious rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall each

automatically fluctuate upward and downward as and in the amount by which the Lender's prime rate and said maximum nonusurious rate of interest, respectively, fluctuates.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on March 19, 1985, the maturity of the Note.

8. Accrued interest on the unpaid principal balance of the Note shall be due and payable on September 19, 1984, and at the maturity of the Note, as extended hereby (when all principal and accrued interest thereon then unpaid shall be finally due and payable).

9. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate of interest, then at the Stated Rate plus an additional five percent (5%) per annum.

10. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

11. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note, and the Liens are not waived.

12. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall control. Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

13. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.

14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that all loans evidenced by the Note are and shall be for business, commercial, investment or other similar purpose and not

primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first hereinabove set forth.

Henry J.N. Taub  
HENRY J.N. TAUB, Independent  
Executor of the Estate of  
Mr. Ben Taub

TEXAS COMMERCE BANK  
NATIONAL ASSOCIATION

By: Philip B. Ashucke  
Name: Philip B. Ashucke  
Title: Vice President

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on APRIL 26,  
1984 by Henry J.N. Taub, Independent Executor of the Estate of  
Mr. Ben Taub.

Susan Watson Jones  
Notary Public in and for  
the State of T E X A S  
Printed Name: SUSAN WATSON JONES  
Notary Public, The State of Texas  
My Commission Expires 9-2-84

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on May 11,  
1984 by Philip B. Ashucke, Vice President  
of Texas Commerce Bank National Association, a national banking  
association, on behalf of said association.

Cynthia Robidoux  
Notary Public in and for  
the State of T E X A S  
Printed Name: CYNTHIA ROBIDOUX  
Notary Public, State of Texas  
My Commission Expires: 6-18-87

Interstate Commerce Commission

Washington, D.C. 20423

5/18/84

OFFICE OF THE SECRETARY

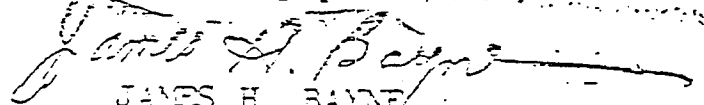
Brad B. Hawley  
Liddell, Sapp, Zivley, Brown & LaBoon  
Texas Commerce Tower  
Houston, Texas 77002-3095

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/18/84** at **12:05pm** and assigned re-recording number(s). **9370-B**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

Thanks for your cooperation :

Ms. Lee

SE-30  
(7/79)